interposed defenses of which he was cognizant in behalf of his creditor, nor gave his creditor (present plaintiff) notice of the garnishment proceedings. *Held,* the paid judgment in the garnishment proceeding is not a satisfaction, *pro rata,* as against present plaintiff. *St. Louis & S. F. R. Co.,* v. *Crews,* (Okl. 1915), 151 Pac. 879.

It is a general rule that judgments and decrees are conclusive only between parties and privies thereto. ROOD, JUDGMENTS, §81. *Ruff* v. *Ruff,* 85 Pa. St. 333. A garnishee is not required, in garnishment proceedings, to interpose a defense for the principal debtor, in fact it would not do him any good if he would, for the principal debtor, not being a party to the suit in garnishment, would not be bound by the judgment. *Ruff* v. *Ruff, supra.* The garnishee may admit away his own rights, but he has no power to admit away the rights of others. *Hebel* v. *Amazon Ins. Co.,* 33 Mich. 400. The amount for which the garnishee has been made liable is never conclusive as against the principal debtor as determining that it is the full amount due from him; otherwise a garnishee, by confessing part of the debt, could avoid payment of the residue. FREEMAN, JUDGMENTS, §167. But "it is recognized as the duty of the garnishee to give notice to his own creditor, if he would protect himself, so that the creditor may have the opportunity to defend himself against the claim of the party suing out the attachment." *Harris* v. *Balk,* 198 U. S. 215; *Pierce* v. *Chicago Ry.,* 36 Wis. 283; *Morgan* v. *Neville,* 74 Pa. 52; and mere notice without offer of opportunity to defend is not sufficient. *Crisp* v. *Ft. Wayne & E. Ry. Co.,* 98 Mich. 648; *Adams* v. *Filer,* 7 Wis. 265, 73 Am. Dec. 410. Good faith requires that he should bring to the attention of the court the claims of all persons to the property, but he is under no obligation to hunt up evidence as to the real owner, *Karp* v. *Citizens' National Bk.,* 76 Mich. 679; or to decide the questions at his peril, *Conshohocken Tube Co.* v. *Iron Car Equipment Co.,* 167 Pa. St. 592, 31 Atl. 949. The garnishee has the right, and it is his duty, in most of the states, to claim and defend the exemption for the principal debtor. *Crisp* v. *Ft. Wayne & E. Ry. Co., supra; Missouri Pac. Ry. Co.* v. *Whipsker,* 77 Tex. 14. 13 S. W. 639. In such a case the garnishee is not really interposing a defense of the principal debtor, but he is defending the portion allowed by law to the debtor and his family. It would seem that the principal case goes further than was justified when it said that the garnishee should interpose defenses, of which he was cognizant, in behalf of his creditor. *Moore* v. *The C. R. I. & P. R. Co.,* 43 Iowa, 385, 387. Speaking of the garnishee in that case the court said: "As to the merits of the case he is, and should be held to be, indifferent. 1 Iowa 411. To require him to interpose a defense would be to subject him to the expense of a trial and the risk of a judgment against him and costs."

INFANTS—ADVERSE INTEREST OF GUARDIAN AD LITEM.—A suit for partition had been brought by a tenant-in-common against the co-tenants, a widow and her infant children. The widow was appointed guardian ad litem for one of the infant defendants, and the suit proceeded to judgment.

The present bill, brought by the children, after attaining majority, against the widow and the complainant in the former suit, is to set aside the decree entered therein. One of the grounds upon which relief is asked is the fact that the guardian ad litem in the former suit had an interest in that suit adverse to the infant. *Held,* that the appointment was valid though "the appointment of some other person as guardian ad litem might have been better * * * * and the results ought not to be less binding unless there was fraud or collusion." *Howell* v. *Howell* (Ore. 1915) 152 Pac. 217.

In *Elrod* v. *Lancaster,* 39 Tenn. 571, one legatee under a will brought a bill against the executor and the other legatees for the settlement of the estate. The executor was appointed guardian ad litem for the infant defendants. In annulling the decree the Supreme Court said "We cannot permit a decree, made under such circumstances, to compromit the rights of the infants." See also *O'Connor* v. *Carver,* 59 Tenn. 436; *Patterson* v. *Pullman,* 104 Ill. 80; *George* v. *High,* 85 N. C. 113; *Walker* v. *Crowder,* 37 N. C. 478. In these cases the appointments were held invalid because there was a conflict of interest between the guardian ad litem and the infant. It was not suggested, as in the principal case, that fraud or collusion on the part of the guardian ad litem was necessary to invalidate the proceedings. The rule announced in I DANIELL, CHANCERY PRACTICE, (5th Ed.) 176, is in accord with the cases last cited.

INSURANCE—AGENT'S ADVERSE INTEREST IMMATERIAL.—An insurance agent was an officer and stockholder in a bank which held a mortgage on the property insured and inserted in the policy a clause which provided for the payment to the mortgagee as his interest might appear. *Held,* that the agent may make such a reservation in the policy, and that the insurer's ignorance of the other capacity of the agent will not, in the absence of fraud, render the policy void. *Milwaukee Mechanics Insurance Co. et al.* v. *Fuquay* (Ark. 1915) 179 S. W. 497.

The authorities are plain that the insurance agent may not insure property of a corporation of which he is a stockholder or officer, and that such a condition is a serving of two masters by the agent and renders the policy void. *Greenwood Ice & Coal Co.* v. *Georgia Home Ins. Co.,* 72 Miss. 46; *Rockford Ins. Co.* v. *Winfield,* 57 Kan. 576; *Riverside Devel. Co.* v. *Hartford Fire Ins. Co.,* 105 Miss. 184, 62 So, 169; *Shamokin Mfg. Co.* v. *Ohio German Fire Ins. Co.,* 39 Pa. Super. Ct. 553; see dictum in *Dull* v. *Royal Ins. Co.,* 159 Mich. 671. Or that the policy becomes voidable when the insurer learns of the double capacity of the agent. *Arispe Mercantile Co.* v. *Queen Ins. Co.,* 141 Io. 607. This doctrine of agency, however, is not applied in insurance law to cases where the agent also acts as agent of the insured for the purpose of keeping the property insured. *Wilson* v. *German Am. Ins. Co.,* 90 Kan. 355; *Phoenix Ins. Co.* v. *State,* 76 Ark. 180; *Dibble* v. *Northern Assur. Co.,* 70 Mich. 1; *Todd* v. *German Am. Ins. Co.,* 2 Ga. App. 789. Although the contrary has been asserted by the Illinois court. *People's Ins. Co.* v. *Paddin,* 8 Ill. App. 447, affirmed in 107 Ill. 196. An agent who at the time of issuing the policy was a member of the board of school directors for the district